IN THE CHANCERY COURT FOR SHELBY (	COUNTY, TEN
THIRTIETH JUDICIAL DISTRICT	

SHELBY COUNTY CHANCERY COURT	
OCT 2 8 2008	
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TIME: BY:	

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STATE OF TENNESSEE, ex rel. ROBERT	)
E. COOPER, JR., Attorney General and	)
Reporter,	, )
	)
Plaintiff,	
•	) No. 04-05-1990-1
v.	)
TENNESSEE HOUSING PROTECTION	<i>)</i>
AGENCY, INC., a Tennessee non-profit	) JURY DEMAND
Corporation also doing business as	)
www.tnhpa.org; MARK JONES, individually	)
and doing business as TENNESSEE HOUSING	)
PROTECTION AGENCY, INC. and	)
www.tnhpa.org; and TED HOUSTON,	)
individually and doing business as	)
TENNESSEE HOUSING PROTECTION	)
AGENCY, INC. and www.tnhpa.org,	, )
-	)
Defendants.	)

#### COMPLAINT FOR PERMANENT INJUNCTION AND OTHER RELIEF

This civil law enforcement action is brought in the name of the State of Tennessee, by and through the Attorney General and Reporter, Robert E. Cooper, Jr. ("Attorney General"), pursuant to the request of Mary Clement, Director of the Division of Consumer Affairs of the Department of Commerce and Insurance ("Director"), under the Tennessee Consumer Protection Act of 1977 ("TCPA"), Tenn. Code Ann. § 47-18-101 *et seq.* In addition to the authority granted to the Attorney General under the TCPA, the Attorney General's authority for this action also stems from the Tenn. Code Ann. § 23-3-103 of the Unauthorized Practice and Improper Conduct statutes, Tenn. Code Ann. § 23-3-101 *et seq.*, the Attorney General's general statutory

enforcement authority under Tenn. Code Ann. § 8-6-109 and the Attorney General's authority at common law.

The Attorney General and the Director have reason to believe that Defendants have violated the Tennessee Consumer Protection Act by engaging in unfair and deceptive acts and practices in connection with offering and charging for foreclosure rescue schemes to consumers who are facing foreclosure in this current mortgage crisis.

Pursuant to Tenn. Code Ann. § 47-18-108(a)(2), ten (10) days notice of intent to initiate legal proceedings was served on the Defendants on September 23, 2008.

#### I. JURISDICTION AND VENUE

- 1. This Court exercises jurisdiction over the subject matter of this Complaint and the parties pursuant to Tenn. Code Ann. §§ 23-3-103(c)(2), 47-18-108 and 47-18-114. The Defendants are located in Tennessee and have been and are promoting their "foreclosure assistance" services business via television commercials, via the Internet and in person in this jurisdiction.
- 2. Venue is proper in Shelby County pursuant to Tenn. Code Ann. § 47-18-108(a)(3) because it is the county where the unfair and deceptive acts and practices alleged in this Complaint have occurred, are occurring, or are about to occur.
- 3. Venue is also proper in Shelby County pursuant to Tenn. Code Ann. § 23-3-103(c)(2), because it is the county where the alleged violations took place or are about to take place, and it is the county where the Defendants conduct, transact or have conducted business.

#### II. DEFENDANTS

- 4. Upon information and belief, Defendant Tennessee Housing Protection Agency, Inc. ("THPA"), is a not-for-profit corporation registered to do business in the State of Tennessee. Defendant THPA is located at 3895 South Perkins, #7, Memphis, Tennessee 38118. Defendant THPA's registered agent for service of process is Mark Jones, 7761 Thunderstone Circle South, Memphis, Tennessee 38125. At all times relevant to this Complaint, Defendant THPA, in the ordinary course of its business, regularly advertises and purports to provide consumers with "foreclosure assistance," for which an upfront service fee is charged.
- 5. Upon information and belief, Defendant Mark Jones is an individual residing in Shelby County, Tennessee at 7761 Thunderstone Circle South, Memphis, Tennessee 38125. At all times relevant hereto, Defendant Mark Jones was and is currently the Executive Director of Defendant THPA. According to the Annual Report filed on behalf of Defendant THPA with the Tennessee Secretary of State on April 1, 2008, Defendant Mark Jones is also the Founder/Chairman and President of Defendant THPA. At all times relevant hereto, Defendant Mark Jones has actively participated in the acts and practices at issue in this Complaint including the unlawful conduct alleged herein and/or has had the authority and/or control to stop Defendants' violations of the law.
- 6. Upon information and belief, Defendant Ted Houston is an individual residing in Shelby County, Tennessee at 6694 Apple Creek Drive, Memphis, Tennessee 38125. At all times relevant hereto, Defendant Ted Houston was and is currently the Program Director of Defendant THPA. At all times relevant hereto, Defendant Ted Houston has actively participated in the acts

and practices at issue in this Complaint including the unlawful conduct alleged herein and/or has had the authority and/or control to stop Defendants' violations of the law.

- 7. Upon information and belief, Defendant THPA, Defendant Mark Jones, and Defendant Ted Houston have operated, controlled and conducted business via the Internet website, www.tnhpa.org.
- 8. Defendant THPA, Defendant Mark Jones, and Defendant Ted Houston are collectively referred to herein as "Defendants."

#### III. FACTUAL ALLEGATIONS

Upon information and belief, the State alleges as follows:

#### **OVERVIEW**

- 9. As a preface, the State of Tennessee generally alleges that Defendants have engaged in unlawful conduct in the way they advertise, offer, and provide "foreclosure rescue" services. Defendants offer services in a manner that is misleading and deceptive to consumers. Basically, Defendants represent to consumers that they will keep a consumer's home out of foreclosure but fail to deliver as promised.
- 10. Further, the State generally alleges that Defendants have: (a) advertised and offered services in a way that leads consumers to believe that the Defendants are associated with the government or a governmental entity or agency; (b) offered services or guaranteed results that they could not or did not provide; (c) offered legal advice to consumers when they are not attorneys; (d) took fees from consumers without providing any benefit or corresponding services; and (e) failed to deliver on promises made to consumers often leaving consumers in a worse position than they would have been without the "services" of the Defendants.

- 11. Further, the State alleges that Defendants have collected a substantial amount of money from Tennessee consumers without providing the promised services or effective or useful services and Tennessee consumers have suffered ascertainable losses as a result of Defendants' conduct.
- 12. Since June 2007, Defendants have charged services fees to at least one hundred (100) consumers to allegedly provide "foreclosure assistance" services.
- 13. According to Defendants' records, during the first three quarters of the year 2008 alone, Defendants have collected over one hundred thousand dollars (\$100,000.00) for "service fee[s]."

#### **FACTUAL ALLEGATIONS**

- 14. Defendants advertise that they operate a non-profit organization called "Tennessee Housing Protection Agency" which purports to help consumers avoid foreclosure when they have fallen behind in their mortgage payments.
- 15. Defendant THPA is not a state government agency nor affiliated with the State of Tennessee.
- 16. Defendants' company name, Tennessee Housing Protection Agency, and its acronym, "THPA," sound almost identical to Tennessee Housing Development Agency and its acronym, "THDA," which is a legitimate agency created by Tennessee law and authorized to assist consumers with finding safe, sound, affordable housing solutions, assist consumers with a free rental housing locator, and train a network of certified counselors who in fact offer free foreclosure counseling to consumers.

- 17. Defendants' use of the word "Agency" in the name of their business in conjunction with the name of the state "Tennessee" misleads and deceives consumers into believing that Tennessee Housing Protection Agency is associated with or a governmental entity of the State of Tennessee.
- 18. Some consumers thought Defendant Tennessee Housing Protection Agency was a government agency.
  - 19. Defendants advertise their services via the Internet at www.tnhpa.org.
- 20. Defendants' website address, www.tnhpa.org, is very similar to Tennessee Housing Development Agency's website address, www.thda.org.
- 21. Defendants do not disclose, either at all or clearly and conspicuously, on their website, www.tnhpa.org that "Tennessee Housing Protection Agency" is not affiliated with the State of Tennessee.
- 22. Defendants advertise their "foreclosure rescue services" via television commercials shown on Fox Channel 13 in the Memphis, Tennessee area.
- 23. Defendants' television commercial can also be viewed on the homepage of Defendants' website at www.tnhpa.org.
- 24. The television commercial is thirty seconds long and shows Defendant Mark

  Jones speaking. While Defendant Mark Jones is speaking, the following is visible on the screen:

  Tennessee Housing Protection Agency 901-362-HELP www.tnhpa.org.
  - 25. Defendant Mark Jones states the following during this commercial:

Last year in the city of Memphis and Shelby County over 2,000 homeowners lost their homes due to foreclosure. At the Tennessee Housing Protection Agency, we've already saved over 150 homeowners from foreclosure by providing them

with one-on-one intervention with their mortgage companies, giving them solutions, but more importantly, providing them with affordable homeownership for years to come. So before you walk away, before you give up, before you file bankruptcy, call the Tennessee Housing Protection Agency. At the Tennessee Housing Protection Agency, we're saving homes one house at a time.

See http://www.tnhpa.org/ (last visited October 14, 2008).

- 26. Twenty-four seconds into the thirty second commercial a faint statement in relatively small font appears on the screen that states, "A non-profit organization not affiliated with the State of Tennessee." This statement is very difficult to read and due to the background screen behind it, the word "not" is particularly difficult to read.
- 27. Defendants state that they offer the following services on the "Services" page of their website, located at http://www.tnhpa.org/services.htm:

#### **Services Provided:**

THPA will provide counseling to all homeowners that are purchasing or refinancing. Our Program Director and his staff will provide counseling to ensure all homeowners are provided the knowledge to make sound decisions regarding their housing needs rather it be purchasing or refinancing a home.

28. Defendants also promote the following "Foreclosure Assistance" services on the "Services" page of their website, located at http://www.tnhpa.org/services.htm:

#### Foreclosure Assistance:

Our Program Director and his staff will provide expert assistance to all homeowners who may be facing foreclosure. This assistance will include contacting the homeowner's lender and negotiating terms for the homeowner that will allow them to maintain their homes based on their current situation.

29. Defendants have also promoted their services under "Foreclosure Assistance" on their "Services" page: "Certified Counselors in Foreclosure Intervention and Debt Counseling."

- 30. To the best of the State's knowledge, Defendants and their employees were not certified to provide either foreclosure or debt counseling during times relevant to this Complaint.
- 31. Defendants have also promoted their services by use of their business cards such as the ones below:





- 32. Defendants do not disclose, either at all or clearly and conspicuously, on these business cards that "Tennessee Housing Protection Agency" is not affiliated with the State of Tennessee.
- 33. Defendant Mark Jones, the Executive Director of Defendant THPA, appeared on "Good Morning, Memphis," a local morning news show on Fox Channel 13 in Memphis on July 18, 2007. During this segment, Defendant Mark Jones stated that Defendants "have seen over 67

homeowners thus far since March of '07," that "we've already managed to save 27 homes" and are "currently working with another 39 homeowners." During this show Defendants' company name and telephone number appeared on the screen as follows: "901.362.4357 TN Housing Protection Agency." THPA's website, http://www.tnhpa.org/press.htm, contains a link to the report on the Channel 13 website. *See*http://www.myfoxmemphis.com/myfox/pages/Home/Detail:jsessionid=B09053754FB6348A969

http://www.myfoxmemphis.com/myfox/pages/Home/Detail;jsessionid=B09053/54FB6348A969
B28C05068A618?contentId=3807901&version=1&locale=EN-US&layoutCode=VSTY&pageId
=1.1.1&sflg=1 (last visited October 14, 2008).

34. Defendant Mark Jones, the Executive Director of Defendant THPA, also appeared on Channel 13 News in Memphis on February 12, 2008. During this segment, Defendant Mark Jones is identified on the screen while talking as "Mark Jones Housing Advocate." Defendant Mark Jones explains about a problem where local taxes are not escrowed with the mortgage. Ernie Freeman, the I-team reporter for the news segment stated, while showing Defendant Mark Jones allegedly at work in front of a laptop and talking on the phone and then "THPA" on a wall, that "Mark Jones now helps people save their homes from foreclosure with the Tennessee Housing Protection Agency." At the end of the news segment, the anchor stated, "And we've got some important information for you. If you are in danger of losing your home because of a subprime loan, call the TN Housing Protection Agency at 901.362.4357 or 362.H-E-L-P." While the anchor made the above statement, the following information was displayed on the screen under the header "Subprime Loan Crisis:"

TN Housing Protection Agency 901.362.4357

(HELP)

THPA's website, http://www.tnhpa.org/press.htm, contains a link to the report on the Channel 13 website. *See* 

http://www.myfoxmemphis.com/myfox/pages/Home/Detail;jsessionid=76F5FDEEE738E98B63
AE8ED38407C2B1?contentId=5757748&version=1&locale=EN-US&layoutCode=VSTY&page
Id=1:1.1&sflg=1 (last visited October 14, 2008). At no point during the broadcast was it
disclosed, either at all or clearly and conspicuously, that Defendants are not affiliated with the
State of Tennessee as a governmental or quasi-governmental agency. At no point during the
broadcast was it disclosed, at all or clearly or conspicuously, that Defendants charge a fee for
their services.

- 35. Consumers have called Defendants seeking help with their impending foreclosures.
- 36. Some consumers called Defendants in response to seeing these news broadcasts and/or television commercials on Fox Channel 13.
- 37. Some consumers have heard Defendant Ted Houston on the radio talking about and promoting THPA's services.
  - 38. Some consumers have heard radio advertisements for THPA.
  - 39. Consumers called Defendants in response to hearing about them on the radio.
- 40. Some consumers were not aware that Defendants' "foreclosure assistance" services would cost them money because Defendants failed to disclosure, either at all or clearly

or conspicuously, that their "foreclosure assistance" services cost a fee during initial telephone conversations to set up an appointment with Defendants.

- 41. Defendants failed to disclosure, either at all or clearly and conspicuously, that their "foreclosure assistance" services cost a fee on their website, www.tnhpa.org.
- 42. Defendants failed to disclosure, either at all or clearly and conspicuously, that their "foreclosure assistance" services cost a fee on their commercials and appearances on the news reports on Fox Channel 13.
- 43. Free certified foreclosure counselors are available to consumers through various organizations listed on Tennessee Housing Development Agency's website, www.thda.org.
- 44. Defendants have represented to consumers facing foreclosure on their homes that they can assist with loan modifications, and refinancing.
- 45. After hearing the circumstances of consumers' situations, Defendants have promised some consumers that they can and will save their homes from foreclosures.
- 46. In some cases, during the first in-person meeting at Defendants' offices,

  Defendants told consumers that they cannot start working on their foreclosure situations until
  their fees have been paid in full.
- 47. In at least one case, Defendants did not disclose or inform, either at all or clearly and conspicuously, consumers of their service fees until after providing some basic service, such as faxing a form to the consumer's lender.
- 48. Consumers have been required to pay Defendants approximately \$289 to \$395 in cash or money order for their fees to conduct "foreclosure assistance" services.
  - 49. Some consumers were required to complete a THPA form entitled "Services."

Examples of these "Services" forms provided to consumers in Tennessee are attached as Collective Exhibit 1.

- 50. Defendants' "Services" form states, "Tennessee Housing Protection Agency is proud to offer *free* counseling to all our customers in each service that we provide." *See* Collective Exhibit 1.
- 51. At the bottom of at least one of the "Services" form, Defendants stated that "Your donation supports our FAITH program" and "A portion of this may be tax deductible contact your tax advisor." *Id*.
- 52. In some cases, Defendants have completed the "Services" form for consumers by filling in how much the services will actually cost the consumer. Defendant stated the required fees on at least one consumer's form: "Services cost is 100% tax deductible \$395.00." *Id*.
- 53. Defendants have charged consumers service fees for their "foreclosure assistance" services despite misrepresentations that they are a non-profit organization which offers free counseling.
- 54. Defendants have failed to assist some consumers in preventing foreclosures of their homes despite misrepresentations that they could in fact prevent foreclosures and after accepting a fee for their promised "foreclosure assistance" services.
- 55. In some cases, Defendants did not provide any services or the services promised for these consumers despite being paid and despite promises from Defendants that they were indeed working on behalf of these consumers.

- 56. Some consumers have not received a refund for the money they paid to

  Defendants despite not being provided with the foreclosure services that these consumers paid

  for and needed to save their homes.
- 57. Defendants have advised some consumers to intentionally fall behind on their mortgages by not paying their monthly payment.
  - 58. Defendants have advised some consumers not to file bankruptcy.
- 59. Defendants have advised at least one consumer, prior to an eviction hearing, to ask the court for a "rescission" of the foreclosure.
- 60. Defendants have, following foreclosure of their consumers' homes, then attempted to get some consumers to use their services to locate rental housing.

#### IV. VIOLATIONS OF THE LAW

#### COUNT I: TENNESSEE CONSUMER PROTECTION ACT

- 61. The Plaintiff incorporates by reference and realleges each and every allegation contained in Paragraphs 1-60 of this Complaint.
- 62. At all times relevant to this Complaint, the conduct alleged in this Complaint occurred in the conduct of "trade," "commerce" and/or a "consumer transaction" and the offering of, or providing of, "goods" and/or "services" as defined in Tenn. Code Ann. § 47-18-103(5), (10) and (11).
- 63. All of the acts and practices engaged in and employed by Defendants as alleged herein are "unfair or deceptive acts or practices affecting the conduct of any trade or commerce" in whole or in part in Tennessee, which are declared unlawful by Tenn. Code Ann. § 47-18-104(a).

- 64. Each and every unfair or deceptive act or practice engaged in by Defendants as recited above constitutes a separate violation of the Tennessee Consumer Protection Act as provided by Tenn. Code Ann. § 47-18-104(b).
- 65. By causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of services provided by Defendants to consumers, Defendants have violated Tenn. Code Ann. § 47-18-104(b)(2). Defendants have misrepresented that they were certified to provide these "foreclosure assistance" services when they were not.
- 66. By causing likelihood of confusion or misunderstanding as to affiliation, connection, association with, or certification by, another, in particular the State of Tennessee, Defendants have violated Tenn. Code Ann. § 47-18-104(b)(3).
- 67. By representing that services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship approval, status, affiliation or connection that such person does not have, Defendants have violated Tenn. Code Ann. § 47-18-104(b)(5). For example, Defendants have misrepresented that their services have such characteristics, uses, and/or benefits as actually assisting consumers to prevent foreclosure on their homes when these services failed to actually have those characteristics, uses and/or benefits. By the mere use of the name "Tennessee Housing Protection Agency," Defendants have also directly or indirectly misrepresented that they are affiliated or connected with the State of Tennessee when they are not.
- 68. By representing that services are of a particular standard, quality or grade, if they are of another, Defendants have violated Tenn. Code Ann. § 47-18-104(b)(7). For example,

Defendants have misrepresented that they provide free "foreclosure assistance" services when these services are not in fact free.

- 69. By representing that a consumer transaction confers or involves rights, remedies, or obligations that it does not have or involve or which are prohibited by law, Defendants have violated Tenn. Code Ann. § 47-18-104(b)(12).
- 70. By using statements or illustrations in any advertisement which create a false impression of the grade, quality, quantity, make, value, age, size, color, usability or origin of the goods or services offered, or which may otherwise misrepresent the goods or services in such a manner that later, on disclosure of the true facts, there is a likelihood that the buyer may be switched from the advertised goods or services to other goods or services, Defendants have violated Tenn. Code Ann. § 47-18-104(b)(21). For example, by advertising "foreclosure assistance" services and when they have failed to provide those services and the consumer is foreclosed on, Defendants then promote their rental housing services to the same consumers.
- 71. All of the acts and practices engaged in and employed by Defendants as alleged herein are unfair and deceptive to consumers in violation of Tenn. Code Ann. § 47-18-104(b)(27).

#### COUNT II: UNAUTHORIZED PRACTICE OF LAW

- 72. Plaintiff incorporates by reference and re-alleges each and every allegation contained in Paragraphs 1-60 of this Complaint.
- 73. By advising or counseling consumers for a valuable consideration regarding secular laws, Defendants have been and are engaging in "law business" pursuant to Tenn. Code Ann. § 23-3-101(1).

- 74. By soliciting directly or indirectly to provide such services as the advising or counseling of consumers as to secular laws for valuable consideration, Defendants have been and are engaging in "law business" pursuant to Tenn. Code Ann. § 23-3-101(1).
- 75. By engaging in the "law business" without having been duly licensed, Defendants have engaged in the unauthorized practice of law, in violation of Tenn. Code Ann. § 23-3-103(a).

#### DEMAND FOR RELIEF

WHEREFORE, Plaintiff, State of Tennessee, through its Attorney General and Reporter, Robert E. Cooper, Jr., pursuant to the Tennessee Consumer Protection Act, the Attorney General's general statutory authority, the Attorney General's common law authority and this Court's equitable powers, prays:

- 1. That this Complaint be filed without cost bond as provided by Tenn. Code Ann. § 47-18-116;
- 2. That process issue and be served upon Defendants, requiring them to appear and answer this Complaint;
- That this Court adjudge and decree that Defendants have engaged in the
   aforementioned acts or practices which violate the Tennessee Consumer Protection Act of 1977;
- 4. That this Court adjudge and decree that Defendants have engaged in the aforementioned acts or practices which violate the Tennessee Unauthorized Practice and Improper Conduct statutes;
- 5. That, pursuant to Tenn. Code Ann. §§ 23-3-103(c)(1), (c)(3) and 47-18-108(a)(1), (a)(4), (a)(5), this Court permanently enjoin and restrain Defendants from engaging in the aforementioned acts or practices which violate the Tennessee Unauthorized Practice and

Improper Conduct statutes, the Tennessee Consumer Protection Act of 1977, and other laws and regulations, and that such orders and injunctions be issued without bond pursuant to Tenn. Code Ann. § 47-18-108(a)(4);

- 6. That, pursuant to Tenn. Code Ann. § 23-3-103(c)(1), this Court make such orders or render such judgments as may be necessary to obtain restitution for any person who suffered an ascertainable loss, including statutory interest, from Defendants' violations of the Tennessee Unauthorized Practice and Improper Conduct statutes, and require that Defendants be taxed with the cost of distributing and administering the same by a third party administrator;
- 7. That, pursuant to Tenn. Code Ann. § 47-18-108(b)(1), this Court make such orders or render such judgments as may be necessary to restore to any consumer or other person any ascertainable loss as defined in Tenn. Code Ann. § 47-18-2102(1), including statutory interest, suffered by reason of the alleged violations of the Tennessee Consumer Protection Act of 1977, and require that Defendants be taxed with the cost of distributing and administering the same by a third party administrator;
- 8. That this Court make such orders or render such judgments as may be necessary to disgorge the profits and ill-gotten gains Defendants realized by reason of the alleged violations of the Tennessee Consumer Protection Act of 1977;
- 9. That this Court enter judgment against Defendants and in favor of the State for the reasonable costs and expenses of the investigation and prosecution of the Defendants' actions, including attorneys' fees and costs, expert and other witness fees, as provided by Tenn. Code Ann. §§ 23-3-103(c)(1) and 47-18-108(a)(5), (b)(4), and other state law;

- 10. That this Court adjudge and decree that Defendants pay civil penalties of not more than one thousand dollars (\$1,000.00) per violation of the Tennessee Consumer Protection Act of 1977 to the State as provided by Tenn. Code Ann. § 47-18-108(b)(3);
- 11. That this Court adjudge and decree that Defendants pay civil penalties of not more than ten thousand dollars (\$10,000.00) per violation of the Unauthorized Practice and Improper Conduct statutes to the State as provided by Tenn. Code Ann. § 23-3-103(c)(1);
  - 12. That all costs in this case be taxed against Defendants; and
- 13. That this Court grant Plaintiff such other and further relief as this Court deems just and proper.

### Respectfully submitted,

ROBERT E. COOPER, R., B.P.R. No. 10934

Attorney General and Reporter

JENNIFER E. PEACOCK, B.P.R. No. 22227

Assistant Attorney General

JEFFREY L. HILL, B.P.R. No. 16731

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Facsimile: (901) 543-9025

# COLLECTIVE EXHIBIT 1

# TENNEESSEE HOUSING PROTECTION AGENCY

# **SERVICES**

Service(s) Pre-Foreclos	sure Foreclosure	Refinancing	Budget-Planning
Lease Purch		Short Sale	•
Forbearance	e Joan Modifi	cation	

Tenressee Housing Protection Agency is proud to offer free counseling to all of our customers in each service that we provide

OUR GOAL (THPA)

Loan Modification / Forbearance

Service Cost is 100% tax deductible \$395.00

I Have Read and Understand What Tennessee Housing Protection Agency Has To Offer And Agree To Their Services.

	2008	
Signature	Date	

Effective - 1/9/2008

<sup>&</sup>quot; Your donation supports our FAITH program

<sup>\*</sup> A portion of this may be tax deductible contact your tax advisor

# TENNEESSEE HOUSING PROTECTION AGENCY

SERVICES

Name
Address
City and State Memohs TN 3815
Service(s) Pre-Foreclosure Foreclosure Refinancing Budget Planning Lease Purchase Selling of your Home Counseling Investment Property Purchasing Renting Mortgage Documents
Tennessee Housing Protection Agency is proud to offer free counseling to all of our customers in each service that we provide. If you would like for THPA expert staff to control any services for you the cost will be only two hundred eighty nine dollars (\$289.00). This cost includes Loan Modification and Forbearance plans. If you need to refinance your home the cost is one hundred sixty nine dollars (169.00) the day of service and one hundred twenty five (\$125.00) at closing.(\$550.00) to sell your home
If you are in pre-foreclosure or foreclosure THPA will work the following for you.  Loss Mitigation  Foreclosure Prevention  Forbearance  Modification  Foreclosure Reinstatement
Mortique is Bolow note 40 Term Boyen product P.T. gily Add Rote. Copin One & Offer las Mac. Jahr.
I Have Read And Understand What Tennessee Housing Protection Agency Has To Offer And Agree With Their Services.
2007

Date

Signature